

AGREEMENT

between

MENDHAM BOROUGH BOARD OF EDUCATION

and

MENDHAM BOROUGH ADMINISTRATORS AND SUPERVISORS ASSOCIATION

for

the period beginning

July 1, 2015

and ending

June 30, 2018

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ARTICLE I - DURATION

This Agreement made between the Mendham Borough Board of Education (hereinafter referred to as the "Board") and the Mendham Borough Administrators and Supervisors Association (hereinafter referred to as the "Association") for the period beginning July 1, 2015 and ending June 30, 2018.

ARTICLE II - RECOGNITION

The Mendham Borough Board of Education recognizes the Mendham Borough Administrators and Supervisors Association as the collective negotiations representative for those certificated administrators in the Mendham Borough School District (hereinafter referred to as the "District") who are regularly employed in the positions of principal and assistant principal (hereinafter referred to as "Employees" or individually as "Employee").

Excluded from the collective negotiations unit are managerial executives, confidential employees, nonsupervisors, nonprofessional employees, craft employees, noncertificated supervisors, casual employees, teachers and all other employees of the Mendham Borough Board of Education.

ARTICLE III - CERTIFICATION

Each Employee shall possess a valid and appropriate certification issued by the New Jersey Department of Education for the position which he/she is employed and shall maintain the certification in full force and effect while employed by the Board of Education.

ARTICLE IV - DUTIES

Each Employee shall faithfully perform to the best of his/her abilities the duties set forth in the job description for his/her position adopted by the Board and as may be amended by the Board and shall perform the duties for the position which he/she was hired in accordance with the laws of the federal government and State of New Jersey, regulations promulgated by federal and state agencies and policies and regulations of the Board. Every Employee agrees to devote his/her full time skills, labor and attention to the performance of his/her duties for the position which he/she was hired.

ARTICLE V - WORK YEAR

Principal

The work year for the elementary principal and middle school principal is twelve (12) months.

ARTICLE VI - SALARIES

A. The Board reserves the right to determine the starting salary for a newly hired Employee.

B. Salaries - Current Employees

Salaries for individuals currently employed in the positions covered by this Agreement are as follows (reflecting a 2.25% annual salary increase for each year of the Agreement), subject to additional adjustment pursuant to Section F. of this Article:

<u>Title</u>	<u>2015-2016</u>	<u>2016-2017</u>	<u>2017-2018</u>
Principal, middle school	\$138,684.43	\$141,804.83	\$144,995.43
Principal, elementary school	\$123,947.65	\$126,736.48	\$129,588.05

C. Nothing contained herein shall be interpreted as precluding the Board from withholding an Employee's increment where there exists just cause for such action. During the term of this Agreement, the Employee's salary shall not be reduced in compensation, except as otherwise provided by law.

D. Salaries shall be paid in equal installments in accordance with the Board's regular payroll schedule.

E. When assigned by the Superintendent of Schools, Employees shall be paid a stipend for overnight supervision of students while outside of the Borough of Mendham on a Board approved activity at the rate provided pursuant to the teachers' collective negotiations agreement.

F. Merit Pay

The parties agree to implement a performance-based compensation plan as set forth herein.

a) Each school year, the Superintendent shall have the sole discretion to recommend to the Board a merit payment of up to one percent (1%) of the prior year's base salary based upon the Superintendent's assessment of the Employee's professional performance and demonstrated achievement of previously established measurable performance goals in the preceding school year as reflected in the annual summative evaluation. In order to be eligible for a merit payment, an Employee must have received an overall evaluation rating of at least "Effective" for the preceding school year. An Employee who receives an overall evaluation rating of "Partially Effective" or "Ineffective" shall not be eligible for any merit payment.

b) For purposes of the merit pay determination, the Superintendent will assess whether the Employee's goals were completely achieved, partially achieved or not achieved. An Employee who has completely achieved the established goals and who has otherwise met or exceeded all professional performance expectations shall receive the full one percent merit payment. An Employee who has partially achieved the established goals, and has received

an overall evaluation rating of at least "Effective," shall receive a reduced merit payment in such amount as is determined in the Superintendent's and the Board's discretion. An Employee who has not achieved any of the established goals shall not receive a merit payment.

c) The Superintendent shall recommend any performance-based payment to the Board following the completion of the Employee's goals. An Employee's merit payment shall be calculated on the Employee's base salary in effect during the school year for which the Employee's performance was evaluated. (For example, a 0.5% merit payment to be paid in the 2016-17 school year would be multiplied by the Employee's 2015-16 base salary as listed above.) Any merit bonus shall be considered "extra compensation" for purposes of *N.J.A.C. 17:3-4.1* or any successor regulation, and shall not be cumulative.

d) The determination of the Superintendent and Board as to the amount of any merit payment shall be final and shall not be subject to or reviewable under the grievance procedure of this Agreement, including but not limited to binding arbitration.

ARTICLE VII - HOLIDAYS

Employees shall be entitled to the following holidays if the holidays fall within their work year:

- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving
- Day following Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day following Christmas
- New Year's Eve Day
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- One (1) floating holiday when school is closed.

If legal observance of any of the above holidays falls on a weekend or a day when school is in session, a replacement holiday will be determined by the Board.

In the event it becomes necessary to work during a holiday when requested by the Superintendent of Schools, the Employee will be granted compensatory time which shall be scheduled with the prior approval of the Superintendent of Schools.

ARTICLE VIII - VACATIONS

Twelve (12) month Employee shall earn vacation days at a prorated basis of 1.9167 days per month for a total of twenty three (23) paid vacation days per fiscal year if he/she is employed from July 1 through June 30.

- (a) All accrued vacation days shall be taken after receiving the prior approval of the Superintendent of Schools. Every effort shall be made to take accrued vacation days during school recess periods or when school is not in session.

Vacation requests shall be submitted to the Superintendent of Schools for approval no earlier than April for a vacation during July and August and no later than fourteen (14) days in advance for all vacations unless the Superintendent of Schools agrees to waive the timelines at his/her sole discretion, whose decision shall not be subject to the grievance procedure. Formal requests shall be made using the district form. The form shall be date stamped by the Superintendent's office at submission. The Superintendent of Schools shall render a decision no later than fourteen (14) days from receipt of the vacation request.

Once a vacation request has been approved by the Superintendent of Schools, the Employee shall not rescind his/her vacation and the Employee shall not be required to work during a vacation granted in July and August but may be required to work during a vacation granted in a recess period if he/she is given fourteen (14) days prior notice.

- (b) No Employee shall be permitted to take a vacation when school is in session or carry over more than five (5) vacation days from one (1) school year for use in the next school year only unless the Employee receives the prior approval of the Superintendent of Schools. Exceptions to the limitation on the carry over of the five (5) vacation days may be granted by the Superintendent of Schools if due to the demands of the position, the Superintendent of Schools determines that the Employee's workload precludes him/her from utilizing his/her vacation and shall require the Employee to use the vacation days carried over during the following contract year.

Payment for accrued vacation days shall be made to the Employee's estate if the Employee dies while an employee of the Board. An Employee's per diem salary shall be calculated on the basis of a 260 day work year for twelve (12) month employees.

ARTICLE IX - LEAVES OF ABSENCE

A. Sick Leave

Employees shall be granted one (1) sick day a month for each month they are employed under contract during the year. Unused sick days shall accumulate and may be utilized for sick leave, if needed, in subsequent years.

When an Employee's absence due to personal illness exceeds his/her annual allotment and accumulated sick days, the Board may approve the payment of additional sick leave at full pay, less the cost of the actual or estimated cost of the substitute, upon written request and review of supporting medical documentation and the prior usage of sick days. The Board reserves the right to grant a request for additional sick leave at its sole discretion.

Upon a disability or service retirement while employed by the Board, the Employee shall receive forty-five and 00/100 dollars (\$45.00) for each of his/her accumulated sick days up to a maximum amount payable of seven thousand and 00/100 dollars (\$7,000.00). Payment shall be made within twelve (12) months of the Employee's retirement date unless the parties agree to a different payment schedule.

B. Personal Days

An employee shall be entitled to three (3) personal days a year for personal business which cannot be taken care of outside

normal working hours or for family illness. Personal days shall not be used to extend a vacation, recess period, weekend or holiday and for recreation, rest, recuperation, accompany a spouse on a business trip or any venture resulting in remuneration for services rendered. A personal day may not be taken without the prior approval of the Superintendent of Schools. All requests shall be submitted at least five (5) days in advance, except in the event of an emergency for which appropriate documentation shall be provided upon request. Personal days are not cumulative from one (1) year to the next year.

C. Bereavement

In the event of a death in the immediate family, Employees shall be granted up to three (3) days with pay. Immediate family shall be defined as the Employee's spouse or domestic partner, child/stepchild, parent, grandparent, sibling, parent-in-law, sibling-in-law or other relative who lives in the same household. Additional time may be granted without pay by the Superintendent of Schools. Personal days and vacation days may be used to extend a bereavement leave upon approval of the Superintendent of Schools.

D. Jury Duty

In case of required jury duty, the Employee shall be allowed time off for jury duty. The Board shall pay the

Employee the difference between his/her regular pay and jury pay. Upon receipt of the jury summons, the Employee shall promptly notify the Superintendent of Schools and provide him/her with a copy of the summons. For Employees who are not twelve (12) month employees, the Employee shall provide the Board with documentation which confirms that he/she attempted to be excused from jury duty while school is in session but his/her request for exemption was rejected.

ARTICLE X - HEALTH CARE INSURANCE

A. The Board shall provide the following insurance coverage, on a full-family basis where applicable, to all Employees who work a monthly average of at least twenty-five (25) hours per week and their eligible dependents:

1. Health insurance through the School Employees' Health Benefits Program ("SEHBP") or substantial equivalent.

2. Dental insurance coverage as currently in effect or substantial equivalent, with a usual and customary schedule, no deductible, 100% preventive, 80% basic and 50% major services.

B. The Board will pay the premiums for the above insurance, and Employees will pay through a payroll deduction plan the contribution amount required by c. 78, P.L. 2011; provided, however, that where the insurance plan selected by an Employee results in a premium cost to the Board in excess of Twenty-Two Thousand Dollars (\$22,000), the Employee shall pay the full excess premium cost beyond \$22,000 in addition to the full contribution required by c. 78. In no event shall the Board be obligated to pay more than \$22,000 annually for the provision of health insurance coverage to any Employee.

C. The Board agrees to maintain a separate written plan for Employees that meets the specific requirements of Section 125 of the Internal Revenue Code and pertinent regulations.

ARTICLE XI - PROFESSIONAL DEVELOPMENT

A. Professional Association

The Board agrees to pay the annual/monthly dues for Employees who join professional associations reasonably related to the performance of their duties that are approved in advance by the Superintendent of Schools, with the exception of the dues for membership in the New Jersey Principals and Supervisors Association, for which the Board shall pay up to Eight Hundred Ninety-Five Dollars (\$895) per year and the Employee shall pay any remaining balance.

B. Reimbursement of Tuition and Fees

1. For the courses which have been approved in advance by the Superintendent of Schools, the Employee shall receive tuition reimbursement at a rate not to exceed the current Rutgers University tuition rate for a maximum of nine (9) credits a year and six (6) credits during any one (1) quarterly academic session (summer, fall, winter or spring session). An Employee may voluntarily donate up to three (3) unused reimbursement credits per school year to another Employee to permit reimbursement for a maximum of twelve (12) credits for that school year. The maximum tuition reimbursement available to the donor shall be reduced by the number of donated credits (for example, if 2 credits are donated, the donor's maximum eligible reimbursement would be 7 credits for that school year). Any such

donation of credits shall be made in writing and submitted to the Superintendent of Schools.

2. To qualify for reimbursement, the Employee must complete and submit to the Superintendent of Schools the appropriate form accompanied by a record of payment and proof of successful completion of the course with a grade of "B" or better.

3. Courses required for certification or taken prior to the first day of work in the District will not be eligible for reimbursement.

C. Professional Conventions

Subject to the applicable procedures, requirements and restrictions prescribed by the law and Board policy, an Employee may, upon the recommendation of the Superintendent of Schools, attend one (1) national and one (1) State convention during the term of this Agreement, provided that the Employee obtains the prior approval of the Board and there exists monies available in the budget for attending conventions and the maximum travel expenditures for a school year has not been exceeded. Reimbursement for travel, lodging, meals and registration expenses by the Board shall be subject to applicable procedures, requirements and restrictions prescribed by law and Board policy.

D. Local and Regional Professional Workshops and Conferences

Subject to the applicable procedures, requirements and restrictions prescribed by law and Board policy, the Board agrees to reimburse the Employee for travel, meals and registration expenses to attend local professional workshops and conferences, provided that the Employee obtains the prior approval of the Superintendent of Schools and Board.

ARTICLE XII - AUTOMOBILE EXPENSE

If an Employee is required to use his/her motor vehicle in the performance of his/her duties, he/she shall be reimbursed at the rate determined by the State of New Jersey to be proper for tax free reimbursement per mile, upon presentation of a duly executed voucher. Commuting costs shall not be reimbursable.

ARTICLE XIII - BOARD'S RIGHTS

The Board, on its own behalf and on the behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and Rules and Regulations of the State of New Jersey, and the provision of this Agreement shall be construed in the light of the management prerogative vested in the Board by the foregoing legal authorities. Such rights include but are not limited to:

A. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in the performance of their school assignments.

B. Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their employment and to promote and transfer all such employees.

ARTICLE IX - GRIEVANCE PROCEDURE

Each Employee, group of Employees, or the Association has the right to appeal the application of policies and administrative decisions affecting the terms and conditions of employment. They shall be assured freedom from restraint, coercion, discrimination, or reprisal in presenting their appeal. They shall have the right to present their own appeal through designated administrative channels or to designate another person to appear with them at any step in their appeal.

The following procedure is applicable to an individual Employee, group of Employees, or the Association:

A. Any Employee having a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter.

B. If the matter is not resolved to the satisfaction of the Employee within ten (10) school days of the initial discussion, he/she shall set forth the complaint in writing to the Superintendent of Schools no later than twenty-five (25) school days after the initial discussion. The complaint must set forth the grounds on which the grievance is based, including, but not limited to, the contract clause, policy, administrative decision, or past practice on which the grievance is based. The specific remedy being sought should be identified in writing. The Superintendent of Schools shall communicate the

decision upon the complaint in writing, along with supporting reasons, to the Employee within twenty (20) school days of receipt of the written complaint.

C. If the grievance is not resolved to the Employee's satisfaction, he/she may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools within fifteen (15) school days of the appeal to the Superintendent of Schools. The Superintendent of Schools shall attach all related papers and forward the request to the President of the Board. The Board shall review the grievance, hold a hearing with the concerned parties, and render a decision in writing to the Employee and Superintendent of Schools within twenty-five (25) school days of the receipt.

D. If the grievant is not satisfied with the decision of the Board or if no decision has been rendered within the time limit allowed, he/she may request, through the Association, advisory arbitration, on contract language only, pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be filed not later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without the power or authority to make any decision which shall bind the parties and

his/her opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the Employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

ARTICLE X - MISCELLANEOUS

A. All Employees shall execute an individual employment contract for every school year they are employed. The individual employment contract shall contain the Employee's salary for the school year, which shall be subject to adjustment if the Employee's salary has not been negotiated with the Association, and contain a sixty (60) day notice of termination provision which shall be subject to any tenure and seniority rights that the Employee may have in accordance with applicable law.

B. This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations.

C. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

D. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

E. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

F. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

Attest:

James C. Boller
Business Administrator/
Board Secretary

Dated:

Witness:

Evelyn Raykovich

Dated:

MENDHAM BOROUGH BOARD OF
EDUCATION

By:

John E. Kelly
Board President

MENDHAM BOROUGH ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

By:

David Hely
Association President